

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Asocs Ltd.	07/18/2007
RECEIVING PARTY DATA	
Name:	Kreos Capital III Limited
Street Address:	47 Esplanade
City:	St. Helier, Jersey
State/Country:	UNITED KINGDOM
Postal Code:	JE1 OBD
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11071340
PCT Number:	US0502485
Application Number:	11176149
PCT Number:	US0524063
Application Number:	11210621
PCT Number:	US0530200
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-526-6448
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Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	110373146

PATENT

500319628

REEL: 019586 FRAME: 0910

CH \$240.00 11071340

NAME OF SUBMITTER:

Michael J. Bevilacqua

Total Attachments: 5

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated 18, 2007, is made by (i) Asocs Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, with offices located at 21 Hamelacha St., Park Afec, Rosh - Haayin, Israel, (ii) Kreos Capital III Limited ("**Kreos**")

WHEREAS, Kreos, and the Grantor entered into that certain Loan Agreement (the "**Loan Agreement**") dated as of the date hereof, to which a Debenture - Floating Charge (the "**Debenture - Floating Charge**") and a Debenture - Fixed Charge (the "**Debenture - Fixed Charge**"), in each case executed by the Grantor, and Kreos, are attached as exhibits.

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a fixed charge over the intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the "**Charge Agreements**"), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to the registered United States patents and pending applications owned by the Grantor, including but not limited to the patents and patent applications set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**") currently owned by the Grantor or which shall be owned in the future by the Grantor (the "**Collateral**");

Schedule A, as applicable shall be deemed to be automatically updated, and the Grantor shall promptly file amendments to Schedule A, as applicable, with the U.S. Patent and Trademark Office, upon the application for or acquisition of any new Patents in the United States.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred by Grantor now or hereafter existing under and in accordance with the Loan Agreement and related agreements (the "**Secured Obligations**").

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASOCS Ltd.

By: _____

Name: _____

Title: _____

9.9.2010
ASOCS Ltd.
ASOCS Ltd.
Com No. 038

KREOS CAPITAL III LIMITED

By _____

Title _____

PO
MANAGER

PATENT

REEL: 019586 FRAME: 0913

SCHEDULE A

Patents

<u>Patent #</u>	<u>Filed</u>	<u>Owned By</u>	<u>Description</u>

List of Patent Applications:

Patent List

Family Number/Subcase Country Name	Case Type Matter	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
066940-0021/2 United States of America	ORD 0021	11/071,340 03-Mar-2005			Pending
Resp.Off BST	Sub Matter: ASCK-0006				
	Owner Name:				
	Client Name: ASOCS TECHNOLOGIES LTD				
	Agent Name: McDermott, Will & Emery - Boston				
	Title: LOW-POWER RECONFIGURABLE ARCHITECTURE FOR SIMULTANEOUS IMPLEMENTATION OF DISTINCT COMMUNICATION STANDARDS				
066940-0022/1 Patent Cooperation Treaty	ORD 0022	IB05/002485 18-May-2005			Pending
Resp.Off BST	Sub Matter: ASCK-0006PC				
	Owner Name:				
	Client Name: ASOCS TECHNOLOGIES LTD				
	Agent Name: McDermott, Will & Emery - Boston				
	Title: LOW-POWER RECONFIGURABLE ARCHITECTURE FOR SIMULTANEOUS IMPLEMENTATION OF DISTINCT COMMUNICATION STANDARDS				
066940-0024/2 United States of America	ORD 0024	11/176,149 07-Jul-2005			Pending
Resp.Off BST	Sub Matter: ASCK-0008				
	Owner Name:				
	Client Name: ASOCS TECHNOLOGIES LTD				
	Agent Name: McDermott, Will & Emery - Boston				
	Title: METHOD AND ARCHITECTURE FOR IMPLEMENTATION OF RECONFIGURABLE ORTHOGONAL TRANSFORMATIONS				
	Client Ref:				
	Agent Ref:				

Family Number/Subcase Country Name	Case Type Matter	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
066940-0026/1 Patent Cooperation Treaty	ORD 0026 <i>Sub Matter:</i> ASCK-0008PC	05/024063 07-Jul-2005			Pending
Resp.Off BST	<i>Owner Name:</i> ASOCS TECHNOLOGIES LTD <i>Client Name:</i> McDermott, Will & Emery - Boston <i>Agent Name:</i> McDermott, Will & Emery - Boston <i>Title:</i> METHOD AND ARCHITECTURE FOR IMPLEMENTATION OF RECONFIGURABLE ORTHOGONAL TRANSFORMATIONS				
066940-0027/2 United States of America	ORD 0027 <i>Sub Matter:</i> ASCK-0010	11/210,621 24-Aug-2005			Pending
Resp.Off BST	<i>Owner Name:</i> ASOCS TECHNOLOGIES LTD <i>Client Name:</i> McDermott, Will & Emery - Boston <i>Agent Name:</i> McDermott, Will & Emery - Boston <i>Title:</i> A METHOD OF AND APPARATUS FOR IMPLEMENTING A RECONFIGURABLE TRELLIS-TYPE DECODING				
066940-0028/1 Patent Cooperation Treaty	ORD 0028 <i>Sub Matter:</i> ASCK-0010PC	US05/030200 24-Aug-2005			Pending
Resp.Off BST	<i>Owner Name:</i> ASOCS TECHNOLOGIES LTD <i>Client Name:</i> McDermott, Will & Emery - Boston <i>Agent Name:</i> McDermott, Will & Emery - Boston <i>Title:</i> A METHOD OF AND APPARATUS FOR IMPLEMENTING A RECONFIGURABLE TRELLIS-TYPE DECODING				